

STAT

**Page Denied**

STAT

ORDER ON THE CONCLUSION OF CONTRACTS IN REGARD TO THE FATTENING OF  
SLAUGHTER LIVESTOCK, 29 FEBRUARY 1956

Gesetzblatt der Deutschen  
Demokratischen Republik  
/Legal Gazette of the  
German Democratic Republic/,  
Part I, No 32, 26 March 1956,  
Berlin, Pages 273-279

On the basis of Article 58 of the Decree of 10 November 1955 in regard to the obligatory delivery and the sale of agricultural products (Gbl. /Gesetzblatt der Deutschen Demokratischen Republik/ I, page 801) -- to be hereinafter referred to as the "Decree" -- the following is ordered in concern with the Minister for Agriculture and Forestry, the Minister of Finance, the Minister of Commerce and Provisions and the Minister for the Foodstuffs Industry.

PART I. SWINE-FATTENING CONTRACTS WITH INDUSTRIAL ENTERPRISES,  
COMMERCIAL ENTERPRISES, AND SWINE-FATTENING ENTERPRISES

Article 1

(1). In addition to contracts in regard to the purchase of slaughter livestock, the VEAB [Volkseigene Erzeugungs- und Aufkaufbetriebe -- People-Owned Requisition and Purchase Enterprises/ and the purchase offices of the KGS [Konsumentengesellschaften -- consumer cooperatives/ are authorized to conclude special contracts in regard to the delivery of fattened swine (contracts for the fattening of swine) with:

(a) people-owned, cooperative, and private industrial, commercial, and trade enterprises (with the exception of People-owned farms and the VEB [Volkseigene Betriebe -- people-owned enterprises/ for the fattening of slaughter livestock);

(b) local livestock-fattening enterprises (of the families of cities and communities);

(c) cooking establishments of institutes, hospitals, sanatoria, convalescent homes, vacation homes, and homes for the aged.

(In the following, those enterprises listed under letters a through c will be referred to as "swine-fattening enterprises" for the sake of brevity.)

(2) People-owned enterprises of the foodstuffs industry, the after and final products of which are applicable for utilization as fodder, and people-owned commercial enterprises, whose trade is concerned with fodder materials, are obligated -- to the extent that these enterprises are not assessed with obligatory deliveries -- to conclude contracts, in accordance with this order, with regard to all swine in their possession (with the exception of those sows kept for breeding purposes).

(3) Before the conclusion of contracts, the VEAB or the KO shall determine whether the livestock-fattening enterprise still disposes of a suitable number of swine, piglets, or shoats, in addition to the required number of swine for the fulfillment of its delivery quota in slaughter swine, in order to conclude a swine-fattening contract. Those livestock-fattening contracts concluded in violation of the provisions of this order are invalid.

(4) The conclusion of swine-fattening contracts with private commercial and trade enterprises is permissible only if these enterprises possess a commercial or trade license for their professional branch, or as a swine-fattening enterprise, and if they maintain the necessary number of swine for the realization of this

contract. The conclusion of swine-fattening contracts with other enterprises, particularly with enterprises operated by farmers, gardening enterprises, or those enterprises which are not bound to make certain deliveries, is not permissible.

Article 2. Requirements for the Fattening of Swine

(1) The swine-fattening contracts shall be concluded for a period of 9 months at the most, but for shorter periods wherever possible.

(2) The swine-fattening contract shall be considered fulfilled only if the live weight of the fattened swine amounts to at least 125 kg at the time of delivery. Swine of the Cornwall, Berkshire, and Saddlehog breeds are acceptable at a minimum live weight of 115 kg. The notation "special contract" is to be entered in swine-fattening contracts with respect to swine of the above-mentioned breeds.

(3) The delivery of swine is subject to the delivery provisions valid for the obligatory delivery of slaughter swine.

(4) The VRAB or the KG are obliged to accept swine only if the requirements enumerated in the swine-fattening contracts have been fulfilled.

Article 3. Privileges with Respect to the Conclusion of Swine-Fattening Contracts

(1) Upon the conclusion of the contract, the swine-fattening enterprise shall receive authorization for the purchase of the following goods:

(a) per fattening swine: 30 kg protein concentrate, 200 kg lignite briquettes.

(b) per fattening swine, for each kilogram of swine to be fattened, from the initial weight of the piglet or shoat to the delivery weight: 3 kg bran, 1 kg fodder grain.

With respect to the computation of the amount of fodder material, one shall proceed from the initial weight and an assumed delivery weight of 125 g. The fodder material which is to be issued for weights in excess of 125 kg (115 kg in the case of special contracts) shall be distributed only after delivery of the fattened swine.

(2) For those sows which are pregnant or suckling young and which are kept for breeding purposes after the swine inventory of June and December of each year, and for which no swine-fattening contract has been concluded, the swine-fattening enterprise may purchase the following goods per sow: 200 kg fodder grain, 20 kg protein concentrate, 200 kg lignite briquettes.

Enterprises which raise sows have claim to fodder material only after they have bound themselves, by written declaration to the VEAB or the KG, to conclude contracts in regard to all living piglets resulting from the litters of the sows in question. The afore-mentioned declaration shall be filed by the VEAB or the KG as authority for the granting of purchase authorizations for fodder materials and lignite briquettes.

(3) At the conclusion of swine-fattening contracts with respect to piglets of a maximum weight of 20 kg, the swine-fattening enterprises may be issued purchase authorizations for skim milk up to a quantity of 90 kg per piglet (for a duration of 2 months) by the VEAB or the KG. The skim milk shall be procured from an authorized dairy.

(4) The swine-fattening enterprise shall receive a purchase authorization from the VEAB or the KG for the purchase of the aforementioned goods. For sow raising, the swine-fattening enterprise shall receive from the VEAB or the KG a purchase authorization in accordance with the provisions of Paragraph 2, upon presentation of a certificate of the Council of the Kreis, Department of Requisition and Purchase, in accordance with the quantity of swine.

#### Article 4

The Departments of Requisition and Purchase of the Councils of the Kreise and cities, in common with the Departments of Agriculture, shall organize the collection and salvage of kitchen refuse through the people-owned industrial and commercial enterprises, as well as through the existing commercial livestock-fattening institutions, to the extent that this has not already been executed in accordance with the provisions of the First Implementation Directive of 27 May 1955 in regard to the formation of people-owned enterprises for the fattening of slaughter livestock (Gbl., I, page 363).

#### Article 5

(1) Upon the fulfillment of the swine-fattening contracts, the following natural bonus shall be granted for the further improvement of the food produced:

To industrial and commercial enterprises, and the cooking establishments of institutes, hospitals, schools, convalescent homes, vacation homes, and homes for the aged: 30% of the actual weight attained through fattening (the difference between the initial and delivery weights).

(2) No natural bonus shall be granted to the livestock-fattening enterprises of the Councils of cities and communities, or to commercial swine-fattening enterprises.

(3) The prerequisite for the granting of natural bonuses in accordance with Paragraph 1 is that the enterprises or aforementioned cooking establishments maintain a plant or cooperative kitchen. The natural bonus shall be employed only for the further improvement of the plant food or of alimentary provisions. Enterprises and cooking establishments which do not utilize the natural bonus to its full extent for the afore-mentioned purpose for their employees may sell the natural bonus to the VEAB or the KG in accordance with the valid purchase prices and conditions. In this regard, the necessary agreement shall already have been made in the swine-feeding contract.

(4) Should the natural bonus attain a weight, or a multiple of a weight, of 125 kg (115 kg in the case of special contracts), the swine-fattening enterprise may retain the corresponding number of fattened swine without monetary computation by applying this to its credit in regard to its contractual obligations.

(5) The weight of the fattened swine retained by the swine-fattening enterprise is to be computed, independently of the actual weight, at 125 kg live weight, in regard to the ascertainment of the amount of the bonus.

(6) If the natural bonus does not attain the weight of a whole swine, the swine-fattening enterprise shall receive from the council of the Kreis, Department of Commerce and Provision, a purchase authorization for the purchase of meat, innards, and slaughter fats (on the basis of the slaughter profits of swine of slaughter-value Class B-2) at the retail price.

Article 6. Requirements in Regard to Piglets and Shoats

(1) Swine-fattening enterprises which are unable to cover their requirement in piglets and shoats for the fulfillment of the contractual swine fattening from their own breeding operations shall report their requirements to the people-owned commercial offices for breeding and profit livestock.

(2) To the extent that the swine-fattening enterprises accept piglets or shoats from the People-Owned Commercial Offices for Breeding and Profit Livestock for fattening against the acceptance of the delivery obligation, they shall make good the accepted weight in piglets at the requisition price, at the computation of the fattened swine. The obligatory delivery is therewith compensated.

(3) An initial weight is to be entered in the swine-fattening contract only if an obligation has been accepted by the swine-fattening enterprise in the additional purchase of piglets or shoats from the people-owned Commercial Office for Breeding and Profit Livestock. In the case of enterprises which themselves raise piglets, or which have no delivery obligation to fulfill, it is not necessary that the initial weight be entered in the swine-fattening contract. In such cases, the fodder material, the natural bonus, and the price are to be ascertained in accordance with the delivery weight of the swine.

Article 7. Marking of Swine

(1) Swine, in regard to which a swine-fattening contract has been concluded, are to be marked by the WEAB or the KU in accordance with the appropriate delivery provisions. The execution of the marking shall be entered in the swine-fattening contract.



(2) Should swine die during the fattening period, the swine-fattening enterprises are obligated to report in writing within one week to the contract partner the number of the swine-fattening contract, the marking, in accordance with Paragraph 1, enclosing a certificate of the Institute for the Removal of Carcasses. If the established weight of the carcass is less than 80 kg, the fodder material thus considered delivered in excess shall be calculated on the basis of the existing or still accruing claims of the swine-fattening enterprise. If the weight of the carcass is more than 80 kg, the fodder material already delivered shall not be calculated.

(3) The VEAB and the KG shall fulfill the contractual requirements enumerated in Paragraph 2; these requirements are to be encompassed in the monthly plan calculation by the VEAB.

#### Article 8. Price and Payment Conditions

(1) For fattened swine of a live weight of at least 125 kg (115 kg, in accordance with Article 2, Paragraph 2), the following is to be paid for the weight attained by fattening (the difference between the initial and the delivery weight):

the twofold requisition price in accordance with the Price Regulation No 543 of 9 December 1955 -- Regulation in Regard to the Establishment of Requisition Prices for Agricultural Products (Gbl., I, page 906).

(2) If the contractually-fixed delivery date is not attained, the delivery price, as established in Paragraph 1, shall be decreased at a rate of 2% per week, to a maximum of 24%, in the case of excess of the delivery date. If the delivery date is exceeded by 3 months, only the simple requisition price is to be paid.

(3) In regard to reaching a settlement with the swine-fattening enterprises, the twofold requisition price shall be paid only for the weight attained through fattening. The simple requisition price shall be paid for the weight at the time of assumption of the swine for fattening, i.e., the weight that is entered in the swine-fattening contract (initial weight).

(4) If the fodder material has not been delivered by the VdgB [Bauerliche Handelsgenossenschaft -- Farmers' Cooperative] within the valid duration (4 weeks) of the purchase authorization, and if this is confirmed on the contract by the VdgB, the delivery date established in the contract shall be extended for 4 weeks, and special arrangements herefor shall not be necessary. In the case of such an extension, no decrease, in accordance with Paragraph 2, of the delivery price shall occur.

(5) The delivery price, in accordance with the valid provisions in regard to the remittance of the proceeds from the obligatory delivery and the sale of agricultural products to the swine-fattening enterprise through the VdgB or the bank, shall be remitted to the credit institute indicated.

Article 9. The Treatment of Swine-Fattening Contracts in the Case of Emergency Slaughtering

Should the swine to be fattened be delivered, within the duration of the contract, due to certain circumstances (e.g., epizootic disease, emergency slaughtering, slaughtering due to disease), which are to be certified by a competent veterinarian, the calculation of the price for the swine shall be undertaken in accordance with the valid provisions in regard to the delivery of

meat resulting from emergency slaughtering. The contract shall be  
revised in accordance with the remaining number of swine.

## PART II.

### SWINE FATTENING CONTRACTS WITH LPGs [LANDWIRTSCHAFTLICHE PRODUKTIONS- GENOSSENSCHAFTEN -- AGRICULTURAL PRODUCTION COOPERATIVES]

#### Article 10. The Conclusion of Swine-Fattening Contracts with LPGs

(1) VEABs are authorized to conclude with LPGs contracts with respect to the delivery of fattened swine (swine-fattening contracts), in addition to contracts with respect to the purchase of slaughter livestock.

(2) The planned goals established for each Bezirk by the Secretariat of State for Requisition and Purchase, in concert with the Ministry for Agriculture and Forestry, for the swine-fattening contracts to be concluded are to be reported through the Departments of Requisition and Purchase, and the Departments of Agriculture of the Councils of the Bezirke, to the Kreise, and by the latter to the LPGs. The planned goals of the swine-fattening contracts to be concluded (separated into quarters) are to be included in the production plans of the LPGs.

(3) In regard to the reporting to the individual LPGs, care should be taken that, above all, swine-fattening contracts are to be concluded which have not yet been economically established.

(4) The VEAB shall only be permitted to conclude swine-fattening contracts if:

(a) the LPG, besides the fixed fulfillment of obligatory deliveries in slaughtered swine and the accepted obligations

resulting from the additional purchase of breeding and profit swine, actually disposes of the number of swine foreseen in accordance with the production plan (production), i.e., the number of swine necessary for the conclusion of swine-fattening contracts;

(b) the fulfillment of the contracts previously concluded by the LPG in question have been executed, as a rule, in accordance with the fixed terminal date;

(c) it is a question of LPGs of Type III, or LPGs of Types I and II, to the extent that these raise swine on a cooperative basis.

(5) The conclusion of swine-fattening contracts with individual members of LPGs of Types I, II, and III is not permissible; such contracts are invalid.

(6) With respect to swine-fattening contracts with LPGs, swine do not have to be marked.

#### Article 11. Conditions of Swine Fattening

(1) Swine-fattening contracts shall be concluded for a duration of a maximum of 8 months, but for a shorter period wherever possible.

(2) The swine-fattening contract shall be considered fulfilled if the live weight at the time of delivery of the fattened swine of all breeds (including the Cornwall, Berkshire, and Saddle-back breeds) amounts to a minimum of 115 kg.

(3) The delivery of swine is subject to the valid delivery regulations in regard to the obligatory delivery of slaughtered swine.

(4) With respect to the stipulations of the swine-fattening contract, the VEAB is obligated to purchase the swine, if the requirements in regard to the delivery terminal date and the minimum weight have been fulfilled. If the minimum weight of the fattened swine has been attained, the VEAB is obligated to accept these swine from the LPG, even in the case of delivery before the allotted time.

(5) In fulfillment of the requirements of the contract, the VEAB may refuse to accept swine weighing less than the minimum.

#### Article 12. Privileges

At the conclusion of the contract, the LPG shall receive from the VEAB a purchase authorization for the following (per swine): 150 kg bran, 50 kg fodder grain, 20 kg protein concentrate, 200 kg lignite briquettes.

#### Article 13. Price and Payment Conditions

(1) The VEAB shall pay the purchase price established for purchasing contracts (cf. Order of 9 December 1955 on the purchase price for agricultural products: GBI., I, page 916) for delivered swine of a live weight of at least 115 kg per swine.

(2) If the contractual obligations in regard to terminal date and minimum weight have not been fulfilled, the VRAB has only to pay the purchase price valid on the day of delivery, i.e., the price which is paid at the time of purchase without the conclusion of purchase contracts. This regulation becomes valid on 1 April 1956. For deliveries in the period 1 January 1956 to 31 March 1956, the currently valid price is to be paid on the basis of purchase contracts (minimum price).

(3) Should the LPG fulfill the requirements of the contract in advance, the VEAB shall pay the purchase price for purchase contracts which is valid on the day of delivery.

(4) No further additions to the price shall be allowed, in addition to the afore-mentioned purchase prices, with respect to the delivery of swine on the basis of the swine-fattening contracts.

#### Article 14

In regard to the delivery of fattened swine by the LPGs, on the basis of contracts which were concluded before the effective date of this decree, but which have not been fulfilled in respect to a terminal date, payment by the VEAB shall be executed in accordance with the provisions of Article 13, Sentence 2. Contractual penalties are no longer to be reckoned. If the contracts have been fulfilled with respect to a terminal date, the payment is subject to the provisions of Article 13, Paragraph 1.

#### Article 15. Treatment of Swine-Fattening Contracts with LPGs With Respect to the Outbreak of Swine Plague or Other Epizootic Diseases

(1) If it becomes necessary, due to an outbreak of swine plague or other diseases, to slaughter the entire stock of swine in an LPG, the swine-fattening contract shall be rendered invalid upon application through the VEAB through the Department of Requisition and Purchase to the Council of the Kreis.

(2) If the swine have been kept in several sties of the LPG, and only a partial loss has resulted from the swine plague, the Department of Requisition and Purchase in the Council of the Kreis shall make a decision, upon detailed examination of possibilities, as to whether the contract shall be fulfilled at a later date, or whether a partial invalidation of the contract is relevant.

(3) In the case of an extension of the contract, a short-term terminal date is to be striven for. The extension of the contract shall be reported to the VEAB, and shall be entered by the latter in its contract.

(4) In the case of extensions of contracts as a result of swine plague or other diseases, the purchase price in accordance with Article 13, Paragraph 1, shall be paid by the VEAB to the LPG for the delivery of fattened swine in fulfillment of the extended contract, to the extent that the stipulations of the contract have been fulfilled at the time of delivery.

(5) The VEAB shall notify the Councils of the communities of the alterations of the swine-fattening contracts, in order that such alterations may be entered on the production records.

(6) The Departments of Requisition and Purchase of the Councils of the Bezirke shall make decisions on all other applications with respect to alteration, supplementation, or invalidation of swine-fattening contracts with LPGs. Both contractual partners are to be notified of the decision.

### PART III. CONTRACTS IN REGARD TO CALVES

#### Article 16. Conclusion of Contracts in Regard to the Fattening of Calves

(1) In addition to contracts in regard to the purchase of slaughter livestock, the VEAB and the purchase offices of the KG are authorized to conclude contracts in regard to the fattening of calves (referred to as "contracts" in the following) with:

- (a) farmers' enterprises
- (b) LPGs (with such, only the VEAB)

(c) members of LPGs

(d) other agricultural enterprises and producers which raise cattle (with the exception of people-owned farms and VEBs for the fattening of slaughter livestock).

The contingents of the contracts are established for each Bezirk by the Secretariat of State for the Requisition and Purchase of Agricultural Products in concert with the Ministry for Agriculture and Forestry.

(2) Before the conclusion of contracts, it shall be determined whether the livestock raisers or livestock-raising enterprises listed under Letters a through d in Paragraph 1 dispose of sufficient calves; in addition to the number of livestock necessary for the fulfillment of their delivery obligations, in order to be in a position to conclude a contract.

Article 17. Requirements for the Fattening of Calves

(1) On the day of the conclusion of the contract, the calves must have attained a minimum age of 14 days, and must not weigh more than 65 kg. They must be healthy. The contract with respect to fattening must entail only male calves, not used for breeding purposes, and female calves which have not reached the oestrous cycle.

(2) The duration of the contracts shall not exceed 12 months.

(3) The enterprise must obligate itself contractually to increase, by fattening, the live weight of each calf, in regard to which a contract has been concluded, to a minimum weight of 250 kg, so that the mark of quality attains slaughter-value Classes A through C. The VEB or the KG is only obligated to accept the calves after the conditions with respect to the terminal date have been fulfilled (Paragraph 2).



(4) the delivery of ... subject to the delivery stipulations for the obligatory delivery of slaughter livestock.

Article 18. Privileges

(1) The producer, or enterprise, or LPG shall receive from the VEAB or the KG at the conclusion of the contract the following (per calf):

(a) a certificate for the obligatory delivery of milk (3.5% fat content) in a quantity of 160 kg

(b) a certificate for the obligatory delivery of grain in the quantity of 300 kg

(c) purchase authorization for 300 kg of skim milk.

The certificates for the contracts concluded in the current year may, if desired by the producer, be applied to the obligatory deliveries of the following year.

(2) With respect to the certificates issued to the producers, the VEAB and the KG shall prepare in duplicate monthly vouchers (separately for milk and grain).

Of these vouchers, the requisition office of the VEAB or the dairy receives the first copy, to be filed in the record kept on the deliverer; the Council of the community receives the second copy for filing in the records on the producer.

The requisition offices and dairies shall report the recorded calculations to the VEAB for inclusion in the drawing up of the plan with respect to the requisition of agricultural products.

(3) Producers not obligated to make deliveries receive the following purchase authorizations as privileges upon conclusion of the contract:

- (a) 500 kg of skim milk upon conclusion of the contract
- (b) 300 kg fodder grains or other fodder material in exchange.

#### Article 19. Marking of Calves

(1) Calves, in regard to which a calf-fattening contract has been concluded, shall be marked with ear tags by the VEAB or the XG. The number of the ear tags is to be entered in the contract.

(2) Should marked calves die during the fattening period, the producer, enterprise, or LPG is obligated to notify within one week in writing the contractual partner, stating the number of the calf-fattening contract, and enclosing the certificate of the Institute for the Removal of Carcasses, upon which the number of the ear tag is to be entered. The contract shall be altered or rendered invalid by the contractual partners with the permission of the Department of Requisition and Purchase of the Council of the Kreis.

(3) If the established weight of the carcass is less than 100 kg, the fodder-material certificates shall be applied to the existing or still ensuing fodder-material claims. If the weight of the carcass amounts to more than 100 kg, the fodder-material certificates shall not be computed.

#### Article 20. Price and Payment Conditions

(1) For the delivered calves, in fulfillment of the contractual stipulations of Article 17, Paragraph 3, the following prices are applicable per 100 kg live weight (delivery weight):

- (a) in the case of slaughter-value Class A, 427.50 DM
- (b) in the case of slaughter-value Class B, 350.50 DM
- (c) in the case of slaughter-value Class C, 261.00 DM

(2) With respect to nonfulfillment of the stipulated contractual obligations concerning delivery date and minimum weight on the part of the producer, the following prices are applicable per 100 kg live weight (delivery weight):

- (a) in the case of slaughter-value Class A, 396.00 DM
- (b) in the case of slaughter-value Class B, 320.00 DM
- (c) in the case of slaughter-value Class C, 222.00 DM
- (d) in the case of slaughter-value Class D, 127.50 DM.

(3) If necessary, the Secretariat of State for the Requisition and Purchase of Agricultural Products may alter or reestablish these prices. The altered prices are accordingly to be reported by the VEAB and the KG.

#### PART IV. FINAL REGULATIONS

##### Article 21. Purchase Authorisations for Fodder Materials and Lignite Briquettes

(1) The purchase authorizations issued for fodder materials and lignite briquettes are valid for a period of 4 weeks.

(2) The livestock-fattening enterprises or LPGs receive, at the valid retail price, the fodder material and lignite briquettes on the basis of the purchase authorizations from the local competent VdgB. The skim milk is to be fetched from a competent dairy within a period of 3 months (if the producer so desires, the milk may be drawn in monthly quantities). The livestock-fattening enterprises and LPGs are authorized to draw larger quantities of fodder material from the VEABs at the prevailing VEAB delivery price. The lignite briquettes may also be obtained from retail establishments.

(3) The VEAB and the KG shall make certain that the delivery of fodder materials and lignite briquettes is effected within a period of 4 weeks.

(4) The VdgB, and retail dealers who are unable to fill the orders of the purchase authorizations, or are able to fill them only to a partial extent, shall report this and the reasons for it to the VEAB or the KG. The VEAB or the KG is obligated, in conjunction with the Department of Requisition and Purchase of the Council of the Kreis, to undertake measures to assure the delivery of the fodder material and the lignite briquettes within the valid period of the purchase authorization.

(5) If, in exceptional cases, the delivery of fodder material or lignite briquettes by the VdgB to the VEAB or the retail dealer is not possible within 4 weeks, in cases of dire necessity the validity of the purchase authorization may be extended to another 4 weeks. Livestock-fattening enterprises and LPGs, which do not make use of their purchase rights within the period of validity (also extended), shall lose their claims to these rights upon expiration of the validity.

(6) If so desired by the livestock-fattening enterprise (to the extent that this is subject to the obligatory delivery of vegetable products), or the LPG, the fodder material may be applied to the obligatory delivery of grains of the current year. The VEAB is obligated to enter the calculation of the obligatory delivery in the records of the deliverer. The purchase authorization for fodder material is to be cancelled. If the purchase office of the KG is a contractual partner, and if it be desired that the calculation of the fodder grain be applied to the obligatory delivery, the purchase office of the KG shall surrender the purchase authorization to the VEAB for its insertion into the records of the deliverer. The Council of the community shall be informed of the entering into the

records of the deliverer of the resultant calculation in respect to the obligatory delivery of the livestock-fattening enterprise or LFG.

(7) Purchase authorizations which have been used are to be cancelled, and the FuKA Futtermittelkontingentabrechnung -- calculation of fodder-material contingents] is to be added.

#### Article 22. Exchange Fodder Material

The Secretariat of State for the Requisition and Purchase of Agricultural Products may establish for exchange other fodder materials, in addition to the fodder materials mentioned in this order.

#### Article 23. Standards for Swine-Fattening Contracts and Contracts in Regard to the Fattening of Calves

The standards for swine-fattening contracts and contracts in regard to the fattening of calves are issued by the Secretariat of State for the Requisition and Purchase of Agricultural Products. The contracts shall be executed in two copies: the fattening enterprise shall receive the first copy, and the VEAB or the KG shall receive the second copy.

#### Article 24. Control and Reporting

(1) The Departments of Requisition and Purchase of the Councils of the Bezirke and Kreise shall guide and supervise the VEAB and the KG in the concluding of swine-fattening contracts and contracts in regard to the fattening of calves. In common with the Department of Agriculture, the above-mentioned Departments shall make relevant arrangements to assure the fulfillment of contracts in accordance with the terminal dates of the contracts.

(2) During the valid period of the contracts, and at least once per quarter-year, the VEAB and the KG shall make confirming

reports with respect to the course of the fattening operations in the enterprises in question, and with respect to the fulfillment of the conditions of the contracts. In the case of conditions which imperil the fulfillment of the contracts, immediate measures shall be undertaken in order that the fulfillments of the contracts may be assured.

(3) With respect to the conclusion and fulfillment of swine-fattening contracts, the requisition offices of the VEAB, and the purchase offices of the KU, shall maintain fattening records which are to be utilized as a basis for constant calculation.

(4) The conclusion and fulfillment of contracts in regard to the purchase of calves are to be entered in the delivery records for slaughter calves by the requisition offices of the VEAB, and in the fattening records by the purchase offices of the KU.

(5) The requisition offices of the VEABs, and the purchase offices of the KUs, are obligated to report monthly to the Councils of the communities the number of swine-fattening contracts concluded, the number of contracts in regard to the fattening of calves, and the current state of these contracts. The councils of the communities shall enter such data in the applicable portion of the producers' file, and shall assure the proper realization of the contracts with respect to the terminal date.

(6) Purchase authorizations for the free purchase of slaughtered livestock may be issued by the Councils of the communities for the enterprise in question only if the swine-fattening contracts and the contracts in regard to the fattening of calves have been properly fulfilled with respect to terminal date.

(7) With respect to the fulfillment of swine-fattening contracts and contracts in regard to the fattening of calves, the VEABs shall make monthly accounts, applying the prescribed regulations. The purchase offices of the KOs are obligated to make monthly reports to the VEABs of their accounting with respect to the conclusion of swine-fattening contracts, contracts in regard to the fattening of calves, and the fulfillment of these contracts.

(8) The delivery of fodder materials and lignite briquettes shall be reported by the delivery offices in accordance with the prescribed regulations. The same holds true for dairies, with respect to skin milk.

Article 25. Disputes Resulting from Swine-Fattening Contracts and Contracts in Regard to the Fattening of Calves

Disputes resulting from swine-fattening contracts and contracts in regard to the fattening of calves arising in people-owned and cooperative enterprises shall be decided by state courts which treat contracts; disputes arising in other enterprises shall be decided by the competent court.

Article 26. Passage

(1) This decree shall become valid effective 1 January 1956.

(2) In accordance with Article 65, Paragraph 3, of the Decree of 10 November 1955 in regard to the obligatory delivery and sale of agricultural products (Gbl., I, page 801), all directives which were valid through 31 December 1955, and in particular the following, become invalid on 1 January 1956:

(a) the Second Implementation Directive of 21 January 1954 on the obligatory delivery and purchase of agricultural products

(livestock-fattening contracts (industry) (Zbl., page 138);

(b) Fourth Order of 28 August 1953 on privileges for LPGs (swine production) (Zbl., page 959);

(c) Order of 28 September 1954 on the purchase of calves (Zbl., page 482).

(3) Swine-fattening contracts and contracts in regard to the fattening of calves, which have been concluded within the period ending 31 December 1955 in accordance with the directives contained in Paragraph 2, remain effective until fulfilled.

Berlin, 29 February 1956

Secretariat for the Requisition and  
Purchase of Agricultural Products